



3. **Time for Performance.** Time for performance for the Services provided under this Agreement shall begin with Engineer's receipt of Notice to Proceed and shall end no later than December 31, 2032. Engineer shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

Engineer's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Engineer for the Services performed under this Agreement is Four Hundred Nine Thousand, Six Hundred Eighty-Six dollars and 20/100 (\$409,686.20). In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

(a) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."

(b) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. Engineer shall submit invoices no more frequently than on a monthly basis. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.

(c) Accrual and payment of interest on any overdue payments assessed by Engineer, if any, shall be governed by Chapter 2251 of the Texas Government Code.

(d) Engineer understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Engineer's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is \$409,686.20. In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$409,686.20 specifically allocated to fully discharge any and all liabilities

County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$409,686.20.

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** Engineer understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.
8. **Insurance.** Prior to commencement of the Services, Engineer shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Engineer shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
  - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  - (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and

products/completed operations arising out of the business operations of the policyholder.

- (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (e) Professional Liability insurance with limits not less than \$1,000,000.

County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

Engineer shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. IN ADDITION, ENGINEER SHALL PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

**ENGINEER SHALL TIMELY REPORT TO COUNTY ALL SUCH MATTERS ARISING UNDER THE INDEMNITY PROVISIONS ABOVE. UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT,**

**ACTION, PROCEEDING, LIEN, OR JUDGMENT, AND NO LATER THAN THE FIFTEENTH DAY OF EACH MONTH, ENGINEER SHALL PROVIDE COUNTY WITH A WRITTEN REPORT ON EACH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER, AND THE COOPERATION OR ASSISTANCE, IF ANY, OF COUNTY REQUIRED BY ENGINEER IN THE DEFENSE OF EACH MATTER. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL, ENGINEER SHALL, NEVERTHELESS, FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT SAID ACTS AND/OR OMISSIONS OF ENGINEER ARE NOT AT ISSUE IN THE MATTER.**

**THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.**

10. **Public Information Act.** Engineer expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Engineer for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Engineer expressly marked as proprietary or confidential. County shall not be liable to Engineer for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Engineer, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, Engineer shall be deemed an independent Contractor, and any of its agents, employees, officers,

or volunteers performing work required hereunder shall be deemed solely as employees of Engineer. Engineer and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

13. **Use of Customer Name.** Engineer may use County's name without County's prior written consent only in Engineer's customer lists. Any other use of County's name by Engineer must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Engineer represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of Engineer who, in County's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Engineer shall comply with, and will require that all Engineer's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Engineer acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Engineer or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Engineer shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Engineer) publicly known or is contained in a publicly available document; (b) is rightfully in Engineer's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c)

is independently developed by employees or agents of Engineer who can be shown to have had no access to the Confidential Information.

Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Engineer shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Engineer shall advise County immediately in the event Engineer learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Engineer will promptly turn over to County all documents, papers, and other matters in Engineer's possession which embody Confidential Information.

Engineer acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Engineer acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Engineer in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by Engineer including any documents, data, notes, reports, research, graphic presentation materials, and any other related material (collectively, "Materials"), shall at all times be the property of County. County, at all times, shall have a right of access to the Materials. Engineer shall promptly furnish and deliver all such Materials to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for Materials that have been modified post-delivery to County or used by County for a purpose other than that for which they were prepared under this Agreement.

18. **Inspection of Books and Records.** Engineer shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation (collectively, "Records") of Engineer which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. Engineer shall maintain all such Records in a readily available state and location, reasonably accessible to County or their authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **ENGINEER SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**

19. **Termination.**

- (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Engineer.
- (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:
  - (1) Engineer fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.
  - (2) Engineer fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
  - (3) Non-performance and suspension of the Agreement by Engineer that exceeds thirty (30) calendar days due to Force Majeure.
  - (4) Engineer fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
  - (5) Engineer otherwise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

- (6) County shall notify Engineer in writing of the alleged Default in reasonable detail (“Notice”). Upon receipt of said Notice, Engineer shall have opportunity to cure such Default within the time specified in the Notice by County. If Engineer fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
  - (7) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Engineer was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.
  - (c) Upon termination of this Agreement for any reason, Engineer shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Engineer in accordance with Section 4, above, for such work provided by Engineer under this Agreement prior to its termination and which has not been previously presented for payment by Engineer to County.
  - (d) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the termination date, shall thereafter be paid to Engineer.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the “Affected Party”) thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party’s obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other

inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Engineer shall not assign this Agreement to another party without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported or attempted assignment or transfer in violation of this Section shall be null and void.
22. **Successors and Assigns Bound.** County and Engineer each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Engineer release any material or information developed or received during the performance of Services hereunder unless Engineer obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

**If to County:** Fort Bend County Engineering  
Attn: County Engineer  
301 Jackson Street, 4<sup>th</sup> Floor  
Richmond, Texas 77469

**And**

Fort Bend County, Texas  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

**If to Engineer:** Kaluza, Inc.  
3014 Avenue I  
Rosenberg, Texas 77471

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

25. **Standard of Care.** Pursuant to Section 271.904 of the Texas Local Government Code, Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession (“Professionals”) practicing in the greater Houston metropolitan area. Engineer shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to Engineer only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County’s Travel Policy with those reimbursement limits shall be provided to Engineer upon request.
27. **Arbitration, Litigation Waiver, and Attorney Fees.** County does not agree to submit disputes arising out of this Agreement to binding arbitration nor does County agree to pay any and/or all attorney fees incurred by Engineer in any way associated with this Agreement. Therefore, any references in Engineer’s Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
28. **No Waiver of Jury Trial.** County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in Engineer’s Proposal to County’s waiver of jury trial are hereby deleted.
29. **Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas, and any provisions to the contrary in Engineer’s Proposal are hereby deleted.
30. **Indemnification by County.** ENGINEER UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN ENGINEER’S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS ENGINEER OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.

31. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY ENGINEER THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
32. **Conflict.** In the event there is a conflict among the terms of this document entitled "Agreement for Professional Engineering Services" and the terms of Engineer's Proposal or any other exhibit attached hereto, the terms of this document shall prevail with regard to the conflict.
33. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
34. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
35. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
36. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
37. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, Engineer is not identified on a

list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
38. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
39. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
40. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
41. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

42. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

IN WITNESS WHEREOF, and intending to be legally bound, County and Engineer hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

**FORT BEND COUNTY, TEXAS**

**KALUZA, INC.**

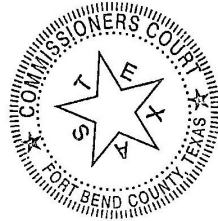
KP George  
KP George, County Judge

Larance Turner  
Authorized Agent – Signature

January 8, 2026  
Date

Larance Turner  
Authorized Agent- Printed Name

**ATTEST:**



Laura Richard  
Laura Richard, County Clerk

President  
Title

12-12-25  
Date

**APPROVED:**

J. Stacy Slawinski  
J. Stacy Slawinski, County Engineer

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 409,686.20 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

I:\AGREEMENTS\2026 Agreements\Engineering\Kaluza, Inc. (26-Eng-100303)\Agmt for Professional Engineering Services Kaluza Inc.docx rb

# EXHIBIT A

(Follows Behind)



**Consulting Engineers & Surveyors**  
Engineering Firm No. F-1339 | Surveying Firm No. 10010000  
3014 Avenue I, Rosenberg, Texas 77471  
(281) 341-0808 ■ FAX (281) 341-6333

September 19, 2025

Mr. Stacy Slawinski, P.E.  
Fort Bend County Engineer  
301 Jackson Street, 4<sup>th</sup> Floor  
Richmond, Texas 77469

**RE: FBC 23304 - Preliminary and Final Engineering Design Services, Bid and Construction Phase Services for University Boulevard Turn Lane, Fort Bend County 2023 Mobility Bond Program**

Dear Mr. Slawinski:

Enclosed are KALUZA, INC.'s proposed fee estimate, person-hours, direct expense breakdown, and scope of services for Preliminary Engineering, Final Engineering, Geotechnical, Surveying, Traffic Services, Bidding and Construction Phase Services for the above-referenced project. These documents are based on the project scope discussed between KALUZA, INC. and Schaumburg & Polk, Inc. A summary by phase includes:

<b>I. Preliminary and Final Engineering Design Services =</b>	<b>\$339,620.00</b>
<b>II. Surveying Services (Exhibit "A") =</b>	<b>\$ 57,710.00</b>
<b>III. Traffic Services (Exhibit "B") =</b>	<b><u>\$ 12,356.20</u></b>
<b>TOTAL FEES =</b>	<b><u>\$409,686.20</u></b>

The detailed scope of services, level of effort documents, and proposals provided by the subconsultant(s) for survey, geotechnical, and traffic services are attached. We will commence work upon receipt of a written notice to proceed. Please contact me if you require any additional information.

Sincerely,

**KALUZA INC.**

*Llarance L. Turner*

Llarance L. Turner, R.P.L.S.  
President

**2023 Mobility Bond Program**  
**Scope of Services**  
**KALUZA, INC.**

Scope of Work – the project generally includes roadway reconstruction for **Fort Bend County Mobility Bond Project 23304 – University Boulevard Turn Lane Project** for Left Turn Lane on Eastbound and Westbound University Boulevard at Lane, Ledbury Way, LJ Parkway, Lake Riverstone Drive, Kirkpatrick Way, and Kellington Place; Project also includes Left Turn Lane extension on Eastbound University Boulevard at Dawson Landing Lane, Durango Bay Lane, and Riverstone Boulevard and on Westbound University Boulevard at Winding Water Lane, as well as a Left Turn Lane Addition on Eastbound and Westbound University Boulevard at Wilkshire Way. ROW acquisition is not anticipated for this project.

Scope of Services - the Engineer (Design Consultants) shall perform surveying, geotechnical studies, preliminary design, final design, utility coordination, traffic, bidding, and construction phase services according to the following detailed scope. The Engineer shall develop the projects in collaboration with the Project Manager firm, who is also under contract with the County.

Project 23304 will be included in a single construction package.

Design Criteria - applicable design criteria for the above projects include, in order of priority:

- 1) Any Fort Bend County Engineering or Drainage District criteria/standards, including the Fort Bend County Engineering Design Manual (Fort Bend County Engineering Department, August 2024) and the Fort Bend County Drainage Criteria Manual (Fort Bend County Drainage District, November 2011)
- 2) Municipal design criteria if the project is located within the limits of a municipality and/or ETJ that has design criteria (City of Missouri City and City of Sugar Land)
- 3) Applicable Texas Department of Transportation design criteria (all County maintained traffic signals, other items as applicable)

The following scope utilizes a **lump sum method of payment** unless otherwise noted.

## **PRELIMINARY DESIGN**

### **Design Survey**

Prepare a planimetric survey to include:

- Temporary benchmarks and control (1,000-foot maximum spacing)
- Abstracting to determine property ownership and ROW dimensions
- Visible surface features including pavements, curbs, medians, median openings, side streets, driveways, sidewalks, pedestrian ramps, mailboxes, landscaping, trees, striping, signs (with panel description), signal poles, ditches, fencing, etc. Provide photos of each sign.
- Visible utilities including marker or pole locations, and description of marker or pole (type of utility and owner shown on marker). Provide photos of each utility marker or visible surface feature. Research to obtain record documents for existing facilities including location and depths of pipelines.
- Drainage features to include:
  - Culvert sizes, directions of flow, and end treatments
  - Geotechnical boring locations

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KALUZA, INC.**

- Extend survey to include ROW (secure right of entry approval as needed). Include all fences and other features along ROW line.
- Prepare a topographical survey to include shots of the center of roadways, edge of roadways, gutter, curb, ditches, ROW, fences at ROW, and any other break lines. Develop a full DTM for each project.
- Survey limits include:
  - The survey shall extend approximately 200' beyond the beginning of turn lane project limits.
  - Side Streets – extend survey 50' along intersecting streets beyond the radius returns. Survey the entire width of public ROW including all surface features.

Topographic surveys should be conducted within existing right-of-way within the project limits.

Temporary benchmarks and baseline control should be set, both with 1,000-foot maximum spacing between points. Abstracting should be performed to gain a preliminary determination of property ownership and existing right-of-way widths. During the survey, found property corners should be documented so that the approximate location of the right-of-way can be determined. Edges of structures in clear view within the existing right-of-way will be surveyed. Include the existing right-of-way line in the planimetric survey deliverable.

Design Survey Deliverables:

- Survey Control Map with Monument Details (11" X 17" sealed sheet)
- 2D ROW Boundary Map file in AutoCAD format

Files shall be named according to Fort Bend County's file naming convention and digital submittal requirements which will be provided.

**Drainage Impact Study (DIS)**

Prepare a drainage impact study to include drainage area maps, hydrologic computations, hydraulic models and computations, and storm runoff mitigation for roadway improvements described in the scope of work if necessary. Utilize Atlas-14 rainfall data for runoff computation. Compute system capacities to accommodate Atlas-14 runoff.

**Preliminary Engineering Report (PER)**

The Engineer will prepare a Preliminary Engineering Report (PER) in the form of a concise technical memorandum with attachments as described in this scope. The PER deliverable is not intended to be a lengthy report, and multiple submission and revision cycles of the PER deliverable are not included. The submission cycle will include one draft PER for review followed by the Final PER revised per comments. The purpose of the PER is to facilitate communication with the County about the goals for each project.

Prepare a single technical memorandum PER. The primary goals are to (1) establish a typical cross section, (2) determine drainage system needs if any (drainage report and/or preliminary roadway drainage design), (3) prepare a reasonable construction cost estimate, (4) determine potential conflicts with existing facilities, (5) identify critical path items, (6) identify problem areas and potential resolution(s), (7) outline permit and regulatory requirements.

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A "30 percent" plan set will be prepared, consisting of all existing features shown in plan view, and proposed improvements in plan only with minor annotation. These plans, along with a typical section sheet, are the only drawings that are necessary for inclusion in the PER.

A Preliminary Engineering Report (PER) will be prepared for preliminary design, and the purpose of the report is to document the goals stated above. It is not necessary to prepare a presentation-quality document, as the report will remain internal to Engineering staff. The report should be submitted as a technical memorandum and include these attachments: a narrative, applicable plans, a drainage report, and a construction cost estimate. The geotechnical report may be submitted after or concurrent with the PER. 3 copies of the report will be provided.

Meet with Authority's Having Jurisdiction to review the Drainage Impact Study prior to review and approval of the PER and meeting with key County staff.

Upon preliminary review and approval of the PER, the Design Consultant and Project Manager will conduct a review meeting to include key County staff. This scope assumes that all approval or change requirements are given at this meeting.

**Utility Coordination**

The Engineer shall research to determine the existence and location of underground utilities (pipelines, duct banks, etc.). Any subsurface utility investigation (SUI) should be at the expense of the utility company. Utility company signatures will not be required on completed drawings.

The Engineer will:

- Perform records research and field visits to determine the presence of underground or overhead private or public utilities during the Preliminary Design phase
- Send records requests to utility companies and obtain I.D. numbers (CenterPoint, AT&T, Frontier, MCI, Pipelines)
- Depict utilities to a reasonable degree of accuracy on the plan and profile drawings (based on available information)
- Prepare a conflict table during the Preliminary Design phase to highlight conflicts between existing utilities and proposed improvements, to be updated during the Final Design phase as required
- Submit milestone drawings to applicable utility companies for their review

Unless otherwise noted, the preliminary design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis by task. Major tasks of preliminary design (design, survey, geotechnical, etc.) should be itemized in invoices.

**FINAL DESIGN**

**Roadway Design**

Prepare roadway designs at each location as follows:

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1. Typical Sections – prepare existing and proposed typical sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
2. Overall Project Layout – prepare project layout sheets on a 200 scale showing the overall project.
3. Plan and Profile (P&P) – prepare P&P sheets (1" =20' plan scale but printed half-size for a 1" =40' scale) showing all existing and proposed facilities in plan and profile; separate drawings for roadway and storm sewer are not necessary.
4. Intersection Layouts - prepare sheets (1" =20' plan scale but printed half-size for a 1" =40' scale) showing geometric and grading details of all public intersections.
5. Cross Sections – prepare roadway cross sections along University Blvd. Cross sections are to be utilized for contractor's information only and should graphically show pavement structure, final grading, drainage ditches, and the ROW line. Only non-standard sections should be included in plans if needed for clarity. Typical Sections will not be developed for non-standard cross sections. Cross sections are not to be sealed and do not supersede information in the sealed plans.

Roadway Design Deliverables

- Cross Sections Sheets
- See additional sheet deliverables under Final Design

**Drainage Design**

Prepare drainage designs as follows:

1. Drainage and Storm Sewer Designs – prepare drainage areas, hydrologic computations, inlet calculations, storm sewer hydraulic computations, and designs for storm sewers. Size system to convey Atlas-14 runoff for design year event. Depict storm sewer geometry individual Storm Sewer P&P sheets, if necessary, in addition to SWPPP elements.
2. Detention Details – prepare volumetric computations for off-site ponds or storm sewers to accommodate detention requirements if necessary.

Drainage Design Deliverables

- Storm Sewer Design
- Additional Detention, if required
- See additional sheet deliverables under Final Design

**Signing, Pavement Markings, and Traffic Control Plan (TCP)**

Prepare signing, pavement markings, and TCP designs in accordance with Fort Bend County standards, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), and criteria listed above.

Prepare designs as follows:

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1. TCP – prepare General Construction Notes, an overall TCP Construction Sequence, and TCP Phasing Layouts. This scope assumes two phases of construction.
2. Signing and Pavement Markings – prepare separate plan layouts (1" =20' plan scale but printed half-size for a 1" =40' scale, double-bank sheets) to depict signing and pavement markings along University Blvd. to avoid overcrowding on the Roadway P&P sheets.

Signing, Pavement Marking, TCP Design Deliverables

- General Construction Notes
- TCP Construction Sequence
- TCP Layouts
- Signing & Pavement Marking Layouts
- See additional sheet deliverables under Final Design

**Storm Water Pollution Prevention Plan (SWPPP)**

Prepare SWPPP designs in accordance with Fort Bend County standards and criteria listed above. Place SWPPP features on drainage / storm sewer plan sheets.

SWPPP Deliverables

- On Storm Sewer sheets

**Tree Protection Plan**

Prepare tree protection plans and details in accordance with Fort Bend County standards and criteria listed above.

Deliverables

- See sheet deliverables under Final Design

**Final Design Plans - 70 Percent Submittal**

Interim submittals will be made at 70 percent and 95 percent completion, and should include drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

The 70 percent submittal should include the following as applicable:

- Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name and registration number)
- Sheet Index
- Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
- Overall project layout (scale as appropriate with sheet references left blank since they are subject to change in subsequent submittals)
- Survey control map

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- Plan and profile sheets (1" =20' plan scale but printed half-size for a 1" =40' scale; all existing and proposed facilities correctly shown in plan and profile; detailed callouts not required at 70%)
- Drainage area map with hydraulic calculations if necessary
- Storm Sewer Plan and Profile sheets (1" =20' plan scale but printed half-size for a 1" =40' scale; all existing and proposed facilities correctly shown in plan and profile; detailed callouts not required at 70%)
- Traffic control plan (phasing and traffic control; avoid detours unless approved by the County; use of construction zone standards is encouraged)
- Signing & Pavement Marking Layouts (details not required at 70%)
- Storm Water Pollution Prevention Plan (on Storm Sewer plan sheets)
- Tree Protection Plan Layouts
- Municipal Utility Relocation Layouts
- Specification table of contents
- Bid form with estimated unit and total costs (spreadsheet based)
- Cost Estimate

Three copies of the 70 percent submittal will be required for County review, and drawings can be submitted on 11-inch by 17-inch sheets. A digital copy in Adobe Acrobat format (PDF) of the drawings, specifications and estimate will also be required.

**Final Design Plans – 100 Percent Submittal**

The 100 percent submittal should be considered complete, and shall include all the 70 percent requirements plus the following as applicable:

- General notes sheet
- Verify earthwork quantities with cross sections at 50-foot intervals (only non-standard sections should be included in plans)
- Signage and pavement marking plans
- Tree Protection Plan Details
- Municipal Utility Relocation Details
- Standard construction details
  - Roadway, Pavement, Curb
  - Driveway (schedule & details), Sidewalks, Ramps
  - Drainage, Manholes, Inlets, Outfalls
  - Signing and Striping
  - Project Sign
- List of Specifications (bid documents and Project Manual being prepared by Project Management firm)
- Responses to 70 percent comments

The 100 percent design submittal shall consist of one sealed and signed set of drawings delivered to the County, along with a PDF submittal of the drawings, specifications and estimate sent to the Project Manager.

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All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis.

**BID AND CONSTRUCTION PHASE SERVICES**

**Bid Phase (Hourly Method of Payment)**

Upon completion of final design services, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the County and provided to the Design Consultant in PDF format. The Design Consultant will compile a single project manual file in PDF format, consisting of:

- o Administrative documents
- o The bid form (prepared by the Design Consultant)
- o A sealed specification table of contents
- o Applicable specifications and documents

The Design Consultant will prepare a single file in PDF format for the entire drawing set. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with electronic seal and signature.

The Design Consultant will attend a pre-bid meeting at the County Purchasing Office. It is not necessary to prepare for the meeting, other than to be able to briefly describe the project.

The Purchasing Agent will forward bidder questions to the Design Consultant. Answers to questions, as well as any other required changes, will be included in an addendum prepared by the Design Consultant if necessary. The Purchasing Agent will distribute the addendum.

After the bid, the Design Consultant will prepare a bid tabulation and provide a copy to the County Purchasing Department. The Design Consultant will provide a letter of recommendation.

**Construction Phase (Time & Materials Method of Payment)**

The Design Consultant will attend a pre-construction meeting with County staff, Project Manager, general contractor, and construction materials testing contractor.

The Design Consultant will be responsible for reviewing contractor submittals and responding to Requests for Information.

Field visits and progress meetings will be attended upon request by the project manager. The Design Consultant will participate in a substantial completion walkthrough. After project completion, the Design Consultant will prepare record drawings based on contractor as-built markups. The record drawings may be printed on paper and delivered to the County.

All bid and construction phase services will be paid on a time-and-materials basis. The not-to-exceed fee for these services will be determined by the County and/or its Project Manager and the Design Consultant. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories, at billing rates agreed to by the County and the Design Consultant.

**2023 Mobility Bond Program  
Scope of Services  
KALUZA, INC.**

**CONTRACT ADMINISTRATION (Lump Sum Method of Payment)**

The Design Consultant will manage professional contracts, develop and maintain a project schedule, prepare, and manage subconsultant contracts, perform project administration, progress reports, and correspondence. The Design Consultant will coordinate with and attend meetings with the Project Management firm and the County. The Design Consultant will prepare, distribute, and retain correspondence and document project discussions via phone calls or conference calls as required.

**EXCLUSIONS**

The following items and tasks are excluded from the scope and may be added with a supplemental agreement:

- Preliminary wetlands investigations and project notification to the Texas Historical Commission will be performed by the County on a program-wide basis.
- Phase 1 Environmental Site Assessment
- Utility Coordination to be performed by the Project Management Firm:
  - Assist the Design Consultant in identifying major utilities, and providing contact information for various utilities as needed
  - Coordinate directly with utility companies to facilitate utility adjustments required by the proposed improvements
  - Coordinate with utility companies during the Construction phase as required
- Updates to any available regional drainage models for the outfall channel from the City or LID.
- All administrative project manual or front-end documents (cover page, Notice to Bidders, etc.) to be prepared by the County.
- Public utility (water and wastewater) design throughout the entire length of the project.
- Additional study of sizing of adjusted public utility lines.
- Subsurface utility engineering (SUE) designation survey.

**SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION**  
Effective January 2024

**KALUZA, INC.**  
**CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS**

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

**ENGINEERING, SURVEYING, AND DRAFTING**

Principal.....	\$ 235.00/Hour
Sr. Project Manager.....	\$ 205.00/Hour
Project Manager.....	\$ 185.00/Hour
Survey Manager.....	\$ 175.00/Hour
Project Engineer.....	\$ 150.00/Hour
Project Surveyor.....	\$ 130.00/Hour
Sr. Designer.....	\$ 120.00/Hour
Designer.....	\$ 110.00/Hour
CAD Technician.....	\$ 95.00/Hour
Contract Coordinator.....	\$ 80.00/Hour
Administrative Assistant.....	\$ 70.00/Hour
Field Party (2 Men).....	\$ 165.00/Hour
Field Party (3 Men).....	\$ 180.00/Hour
Field Party (4 Men).....	\$ 190.00/Hour
Construction Observation.....	\$ 950.00/Day

**ADDITIONAL EXPENSES**

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$95.00/Set.
3. ATV Rental - \$145.00/Day.
4. Global Positioning System (GPS) Surveying an additional charge of \$45.00 per hour will be charged for equipment.



*Consulting Engineers & Surveyors*  
Engineering Firm No. F-1339 Surveying Firm No. 10010000  
3014 Avenue I, Rosenberg, Texas 77471  
Phone: (281) 341-0808  
Fax: (281) 341-6333

*Rates Subject to Change*

PROJECT NAME: University Boulevard -  
CONTRACT NUMBER:  
PRIME PROVIDER NAME: Kaluza Inc.

Fill in Labor Categories and Rates as needed. If rates are put in on row 10 it will populate the rest of the spreadsheet.

<b>FEE SUMMARY</b>									
<b>Kaluza Inc.</b>									
TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	DESIGNER	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
<b>100-PROJECT COORDINATION/MANAGEMENT</b>	\$235.00	\$205.00	\$185.00	\$150.00	\$120.00	\$110.00	\$95.00	\$80.00	
110-PROJECT COORDINATION	3	8			7			8	26
120-INVOICES/PROJECT PROGRESS REPORTS	6	6	6	4				10	32
130-PROJECT SCHEDULING		12	3						15
140-PROGRESS MEETINGS	5	15			5				25
Project Management & Meetings (3 months Typical)									
HOURS SUB-TOTALS	14	41	9	4	12	0	0	18	98
TOTAL LABOR COSTS	\$3,290.00	\$8,405.00	\$1,665.00	\$600.00	\$1,440.00	\$0.00	\$0.00	\$1,440.00	\$16,840.00
<b>SUBTOTAL</b>									<b>\$16,840.00</b>
<b>DIRECT EXPENSES PROJECT COORDINATION</b>									
<b>SUBTOTAL</b>									<b>\$0.00</b>
<b>100-PROJECT COORDINATION/MANAGEMENT SUBTOTAL</b>									<b>\$16,840.00</b>

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	DESIGNER	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
<b>200-PRELIMINARY ENGINEERING</b>	\$235.00	\$205.00	\$185.00	\$150.00	\$120.00	\$110.00	\$95.00	\$80.00	
210-COLLECT EXISTING DATA	10	18	12	27	0	19	0	0	86
Early Stakeholder Coordination	6	12		18					36
Obtain related data, plans, studies and reports			6			10			16
Review Data	2	6		9					17
Design Criteria	2		6			9			17
212 - GEOTECHNICAL (SEE ATTACHED SCOPE FROM EARTH ENGINEERING) <i>Geotechnical Investigation (BY OTHERS)</i>	0	0	0	0	0	0	0	0	0
214 - SURVEYING (SEE ATTACHED SCOPE FROM KALUZA & ASSOCIATES) <i>Topographic Survey (BY OTHERS)</i>	0	0	0	0	0	0	0	0	0
220 - CONDUCT FIELD RECONNAISSANCE	4	0	13	0	0	9	0	0	26
Site Visits	4		13			9			26
230 - UTILITY COORDINATION	8	19	9	37	16	6	41	0	136
Identify Existing Utilities and Owners		7		15			10		32
Determine Potential Conflicts with existing facilities & utilities	3	5		8			8		24
Prepare utility conflict list at 30% submittal		4		8					12
Develop design to avoid/minimize existing and proposed Utilities	5		9		16		23		53
Review Survey		3		6		6			15
240 - TRAFFIC STUDIES	0	0	0	0	0	0	0	0	0
Intersection LOS Analysis									0
Intersection Sight Triangle Analysis									0
250 - HYDROLOGICAL OR HYDRAULIC STUDIES	12	30	12	65	0	50	60	0	229
Develop Drainage Area maps		10		22		38	26		96
Evaluate Design Storm Flows and Outfall depths	4	8		15			34		61

ENGINEERING FEE SCHEDULE  
LEVEL OF EFFORT

Analyze and size conveyance system		12		28					40
Precinct, and MUD Meetings	8		12			12			32
									0
									0
<b>270 - REVIEW AND IDENTIFY RIGHT-OF-WAY REQUIREMENTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Determine ROW Acquisition Needs									0
<b>280 - 30% DESIGN DRAWINGS</b>	<b>15</b>	<b>48</b>	<b>0</b>	<b>115</b>	<b>0</b>	<b>0</b>	<b>210</b>	<b>0</b>	<b>388</b>
Establish a Typical Cross Section	4			8					12
Prepare 30% Plans	5			6			14		25
Draft Cover Sheet		2					8		10
Draft Typical Sections				12			12		24
Plan & Profile Sheets		6		18			80		104
Intersection Layouts		8		15			30		53
Drainage Area Maps		6					24		30
Drainage Design Layout		12		21			30		63
Existing Utilities Layout				7			12		19
Construction Cost Estimate	6	14		28					48
<b>290 - PRELIMINARY DESIGN MEMORANDUM (PER)</b>	<b>11</b>	<b>29</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>84</b>
Draft Memorandum	8	24		38					70
Final Memorandum	3	5		6					14
<b>HOURS SUB-TOTALS</b>	<b>60</b>	<b>144</b>	<b>46</b>	<b>288</b>	<b>16</b>	<b>84</b>	<b>311</b>	<b>0</b>	<b>949</b>
<b>TOTAL LABOR COSTS</b>	<b>\$14,100.00</b>	<b>\$29,520.00</b>	<b>\$8,510.00</b>	<b>\$43,200.00</b>	<b>\$1,920.00</b>	<b>\$9,240.00</b>	<b>\$29,545.00</b>	<b>\$0.00</b>	<b>\$136,035.00</b>
<b>SUBTOTAL</b>									<b>\$136,035.00</b>
<b>DIRECT EXPENSES</b>									
<b>SUBTOTAL</b>									<b>\$0.00</b>
<b>200-PRELIMINARY ENGINEERING SUBTOTAL</b>									<b>\$136,035.00</b>

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	DESIGNER	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
<b>300-DESIGN PHASE</b>	\$235.00	\$205.00	\$185.00	\$150.00	\$120.00	\$110.00	\$95.00	\$80.00	
<b>310-UTILITY COORDINATION</b>	2	7	11	11	7	14	7	13	72
Identification of utility conflicts		3		5		9			17
Revise utility conflict list at 70% and 95% submittal		4		6				8	18
Develop design to avoid/minimize existing and proposed Utilities	2		5		7		7		21
Coordination on Relocations/Removals			6			5		5	16
<b>320-ROADWAY</b>	12	10	38	41	15	59	107	0	282
Landscaping Restoration and Tree Protection Design	6		15	15			25		61
Geometric Roadway Design									0
Prepare Existing and Proposed Typical Sections (70% - Final)			7			15			22
Plan and Profile Sheets (Roadway) (70% - Final)	4		8		15		22		49
Intersection Layouts or Cross Street Details	2	5		12		10	24		53
Roadway Details			8	5			36		49
Design Cross Sections with earthwork calculations		5		9		34			48
<b>330-DRAINAGE</b>	5	25	9	35	0	31	8	0	113
Agency Coordination	2	4		7					13
Field Visits / Data Verification		8		13		8			29
Drainage Area Maps/Calculations	3	9		15		7	8		42
Drainage Design at Retaining Walls									0
Storm Sewer Design and Hydraulic Data Sheets									0

ENGINEERING FEE SCHEDULE  
LEVEL OF EFFORT

Verification of Existing Storm Sewer Capacity									0
Storm Sewer Plan and Profiles									0
Temporary Drainage Design		4	9			16			29
340 - STORM WATER POLLUTION PREVENTION PLANS (SW3P)	2	3	13	7	8	0	9	8	50
Investigate and Prepare SWPPP Report	2	3	8		8			8	29
Prepare SWPPP Plan Sheets (70% - Final)			5	7			9		21
350 - CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL	5	9	22	15	16	5	47	0	119
TCP Advance Warning Signs		4		6			15		25
TCP Overview & Narrative	3		10			5			18
Detour Plans (with County Approval Only)		5		9			10		24
Traffic Control Plan	2		12		16		22		52
360 - PAVEMENT MARKING AND SIGNING	6	15	0	0	0	0	26	0	47
Prepare Signing & Pavement Marking Sheets (70% - Final)	6	15					26		47
372-GENERAL NOTES & SPECIFICATIONS	4	16	0	24	0	0	0	32	76
Develop any Special Specifications for Bid Items	4	6		5				12	27
Prepare Standard Specifications for Bid Items		7		12				14	33
Prepare General Notes		3		7				6	16
374-QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES	6	23	0	30	0	45	0	0	104
Quantities (Summary Sheets - Optional) (70%, 95%, FINAL)	6	23		30		45			104
376-CONSTRUCTIONCOST ESTIMATES	3	9	0	9	10	0	0	0	31
Construction Cost Estimate (70%, 95%, FINAL)	3	9		9	10				31
378-MISCELLANEOUS DRAWINGS	0	10	0	0	12	0	32	0	54
Cover Sheet & Index		2					8		10
Intersection Detail Sheets									0
Horizontal Data Sheets									0
Retaining Wall Sheets, If Required									0
Prepare Standard Details Sheets		8			12		24		44
380-PREPARATION AND SUBMITTAL OF PS&E	15	17	32	30	29	15	6	28	172
70% PS&E SUBMITTALS									0
Responses to Comments	4	8		5			6		23
95% PS&E SUBMITTALS									0
Responses to Comments			8		10			6	24
100% PS&E SUBMITTALS									0
Bid Form	11	3	16	8	19			15	72
Utility & Agency Approvals & Signatures		6	8	12		15		7	48
HOURS SUB-TOTALS	60	144	125	202	97	169	242	81	1120
TOTAL LABOR COSTS	\$14,100.00	\$29,520.00	\$23,125.00	\$30,300.00	\$11,640.00	\$18,590.00	\$22,990.00	\$6,480.00	\$156,745.00
<b>SUBTOTAL</b>									<b>\$156,745.00</b>
<b>DIRECT EXPENSES</b>									
<b>SUBTOTAL</b>									<b>\$0.00</b>
<b>300-DESIGN PHASE SUBTOTAL</b>									<b>\$156,745.00</b>

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	DESIGNER	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
<b>500-CONTRACT-CONSTRUCTION PHASE</b>	\$235.00	\$205.00	\$185.00	\$150.00	\$120.00	\$110.00	\$95.00	\$80.00	
510-CONTRACT PHASE	0	7	0	9	0	0	0	4	20
Project Manual & Plans (PDF Format on Compact Disc *28)		2		4					6
Attend Pre-Bid Meeting		3		3					6
Answer Bidder Questions & Addendum		2		2				4	8
550-PRE-CONSTRUCTION MEETING	3	4	0	4	0	0	0	0	11
Attend Pre-Construction Meeting	3	4		4					11

520-SUBMITAL REVIEW	0	5	0	5	0	0	0	4	14
Review Contractor Submittals		5		5				4	14
530-RFI REVIEW AND RESPONSE	0	3	0	4	0	0	0	0	7
Answering Requests for information		3		4					7
540 - MONTHLY CONSTRUCTION PROGRESS MEETINGS	15	62	3	16	0	0	0	2	98
Attend Monthly Progress Meeting	11	40	3	13				2	69
Substantial Completion Walkthrough	4	22		3					29
550 - CONSTRUCTION RECORD DRAWINGSE	0	2	0	5	0	0	10	0	17
Record Drawings		2		5			10		17
HOURS SUB-TOTALS	18	83	3	43	0	0	10	10	167
TOTAL LABOR COSTS	\$4,230.00	\$17,015.00	\$555.00	\$6,450.00	\$0.00	\$0.00	\$950.00	\$800.00	\$30,000.00
<b>SUBTOTAL</b>									<b>\$30,000.00</b>
<b>DIRECT EXPENSES</b>									
<b>SUBTOTAL</b>									<b>\$0.00</b>
<b>500-CONTRACT-CONSTRUCTION PHASE SUBTOTAL</b>									<b>\$30,000.00</b>
<b>SUBTOTAL BASIC SERVICES</b>									<b>\$339,620.00</b>



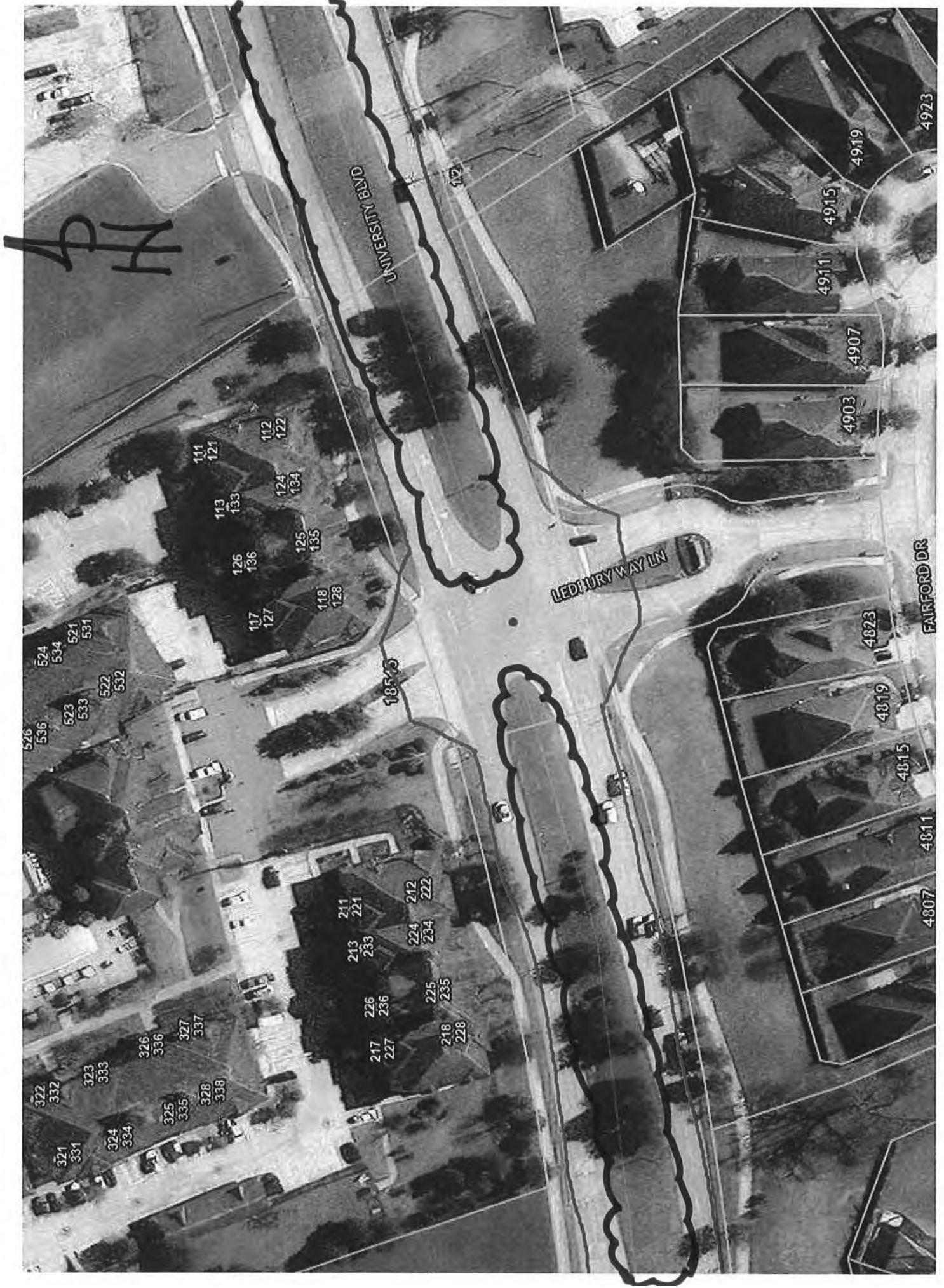
## **EXHIBIT “A”**

### **BASIC SCOPE OF SURVEYING SERVICES**

West Belt Surveying, Inc. will perform surveying services for the Fort Bend County Precinct 3 University Boulevard turn lane extensions. The scope of services will be as follows:

1. Perform a Topographic Survey of segments along University Boulevard at the following intersections: Winding Waters Lane 400 LF, Dawson Landing Lane 550 LF, Durango Bay Lane 550 LF, Kellington Place 400 LF, Kirkpatrick Way 1,300 LF, Enclave Manor Drive/Lake Riverstone Drive 900 LF, Ledbury Way 1,000 LF, LJ Parkway 900 LF, Riverstone Boulevard 400 LF, Wilkshire Way 1,000 LF (survey limits are depicted on the attached aerial exhibits). The Topographic Survey will include the items listed below:
  - The horizontal datum will be referenced to the Texas South Central Zone, Texas State Plane, North American Datum 1983 coordinate system.
  - Locate and verify right-of-way lines.
  - Locate improvements including light standards, traffic signals, irrigation systems, signs (identify type), curb/gutter, drives, ramps, concrete panel expansion joints, paving and paint striping.
  - Locate landscaping and trees, identify trees by common name and measure diameter at breast height (3.5 feet).
  - Reference the Project Vertical Datum to that of the local jurisdictions’ network (City of Sugarland or Missouri City).
  - Establish Temporary benchmarks (TBM) with a minimum of one TBM per intersection.
  - Cross sections at intervals of 100 feet. Cross sections shall include a reading at the following points: curbs and gutters or pavement edges centerline of median.
  - Map contours at 1-foot intervals.
  - Measure and identify all visible underground structures, such as inlets, manholes, and junction boxes, with size, depth, and type. In cases where structures are visible but not accessible the Design Consultant will be notified.
  - Map the overhead route of electric lines.

- Make Texas 811 call for utility locate and procure response tickets identifying individual utilities.
  - Procure CenterPoint Energy, AT&T, and City GIS information. Locate utility paint marks, pin flags, surface evidence of underground utilities (water valves, gas valves, electric pull boxes, telephone pedestals, etc.) and plot in combination with available utility records.
  - Overall survey control map and additional sheet depicting individual control monument details with 3 way ties to planimetric features.
  - The traverse line and design baseline must be monumented at the beginning, end, street intersections, at angle points, at even 1,000-foot stations, and at the beginning and end of curves with markers of a substantial nature (e.g. iron rods, PK nails, and cut "X" in concrete).
2. Deliverable products for the Project will be:
- An electronic text file in standard ASCII format (Point Number, Northing, Easting, Elevation, Description) containing all points collected, calculated and set for project.
  - Computer Aided Drafting files, including an existing surface file.
  - Data Collection Files.
  - Topographic Survey and survey control maps will be submitted electronically in PDF format and page size of 11-inch height x 17-inch width at a scale of 1" = 40'.
  - Topographic Survey and survey control maps signed and sealed by a Registered Professional Land Surveyor and a digital file in AutoCAD 2010.



A

UNIVERSITY BLVD

LEDBURY WAY LN

FAIRFORD DR

111

121

113

133

124

134

125

135

117

127

118

128

526

536

524

534

521

531

523

533

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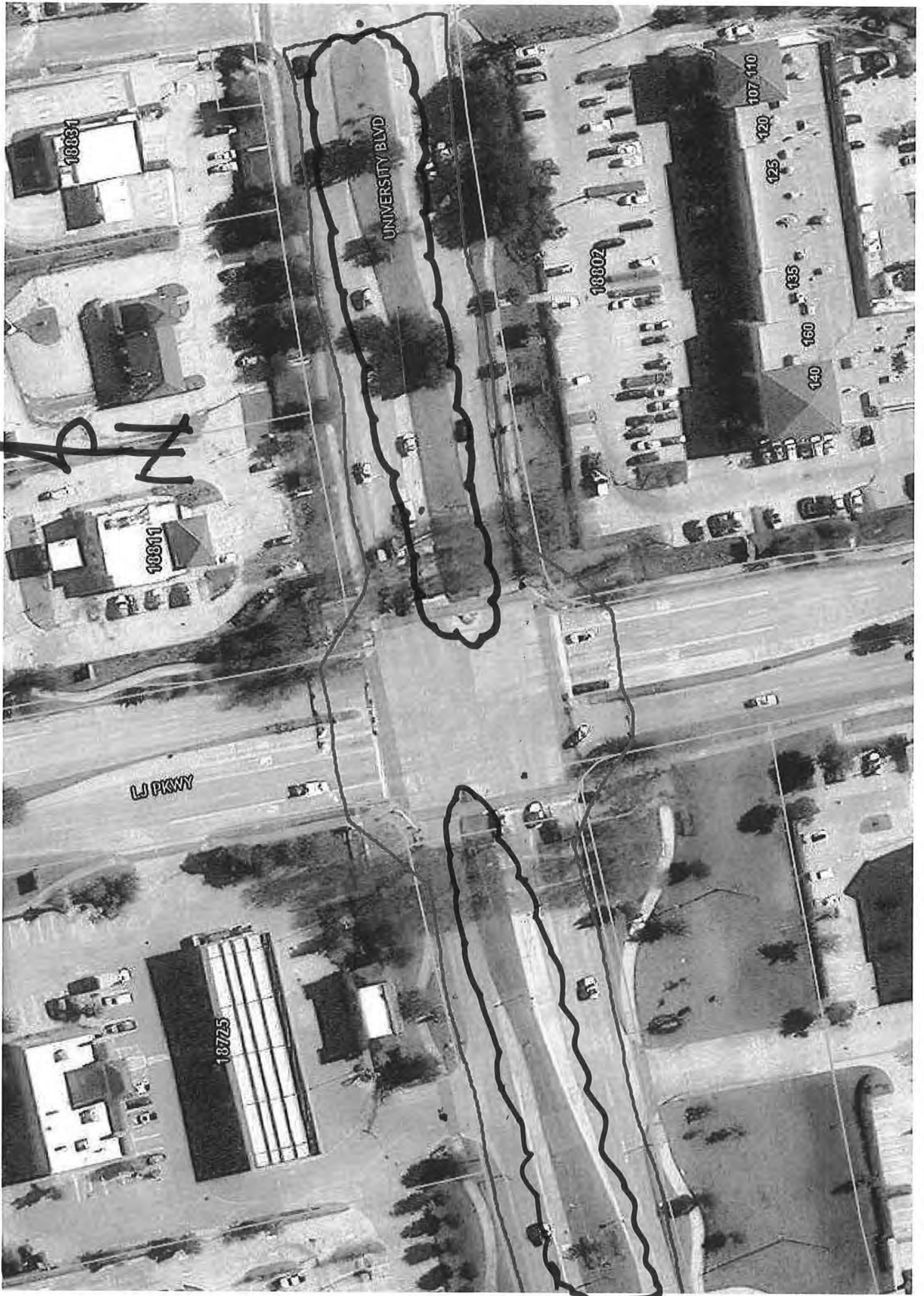
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LJ PKWY

18725

UNIVERSITY BLVD

18302

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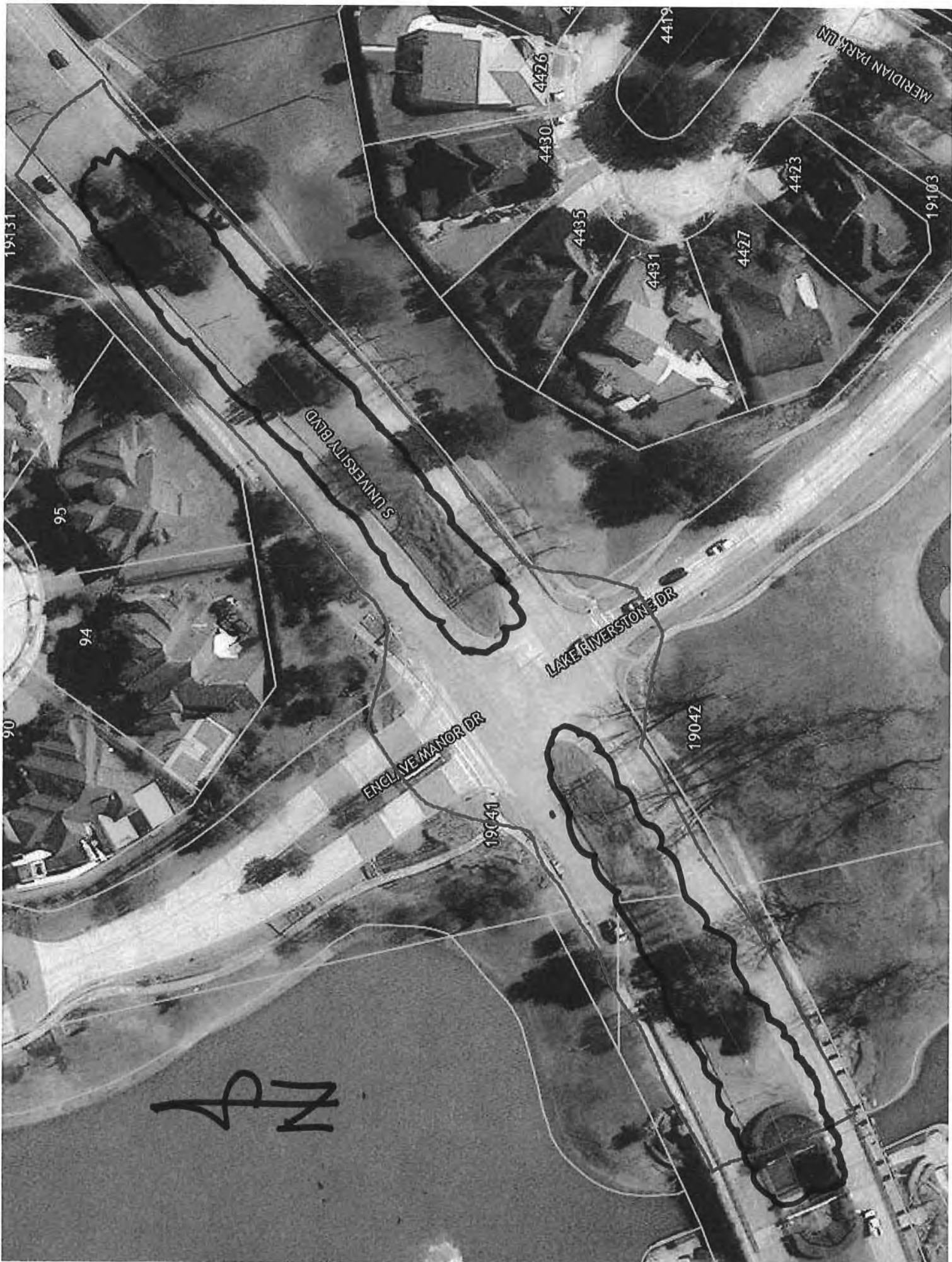
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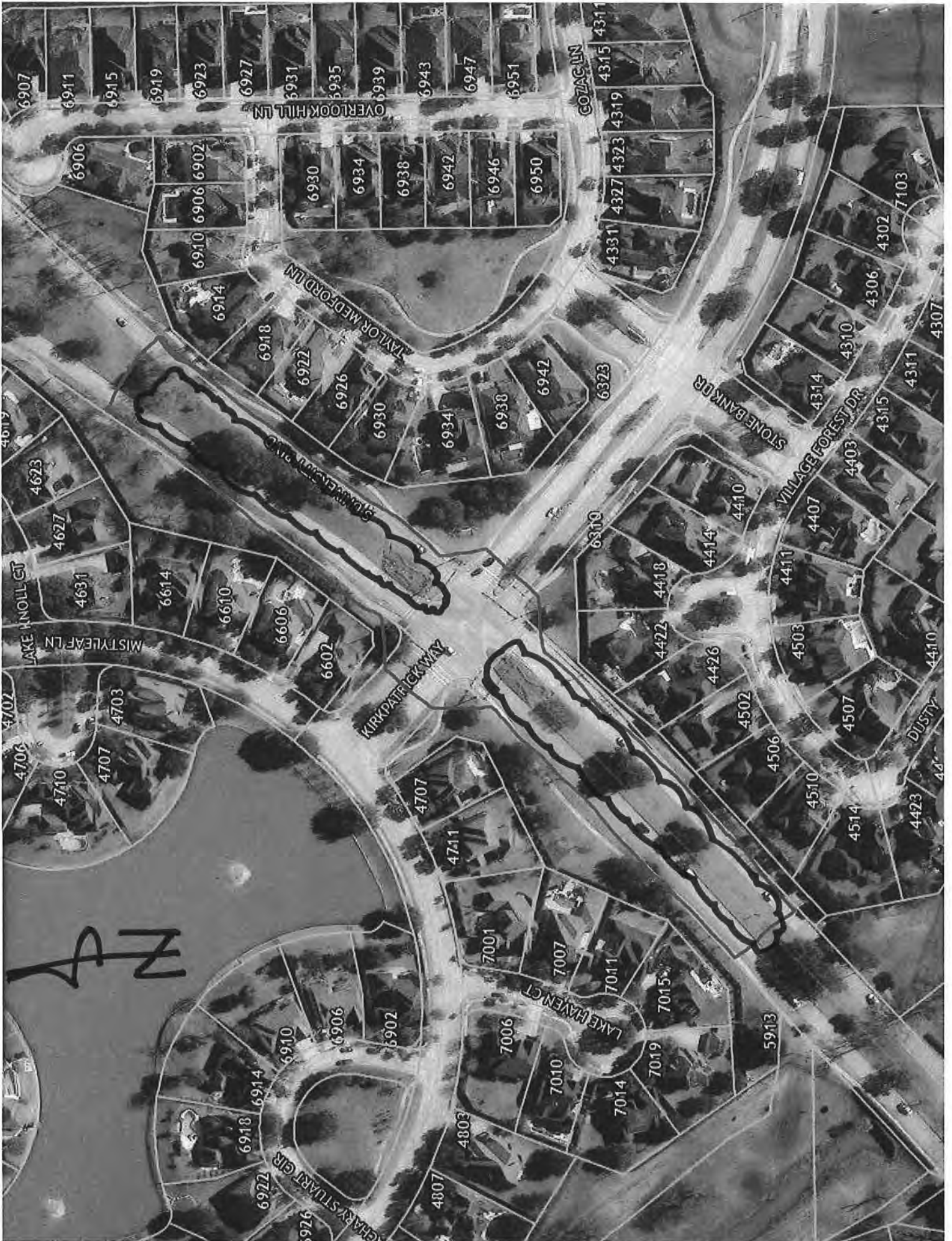
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OVERLOOK HILL LN

COZAC LN

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4317

6906

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6906

6902

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6942

6946

6950

4331

4327

4323

4319

TAYLOR MEDFORD LN

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6922

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6930

6934

6938

6942

6323

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4306

4302

7103

4619

4623

4627

4631

6614

6610

6606

6602

6310

4414

4418

4414

4410

STONEBANK DR

VILLAGE FOREST DR

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4703

KIRKPATRICK WAY

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4711

7001

7007

7011

7015

4502

4506

4510

4507

4410

4706

4710

4707

4703

4703

N

6922

6914

6910

6906

6902

7006

7010

7014

7019

7015

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CHARY STUART GR

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LAKE HAVEN CT

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7015

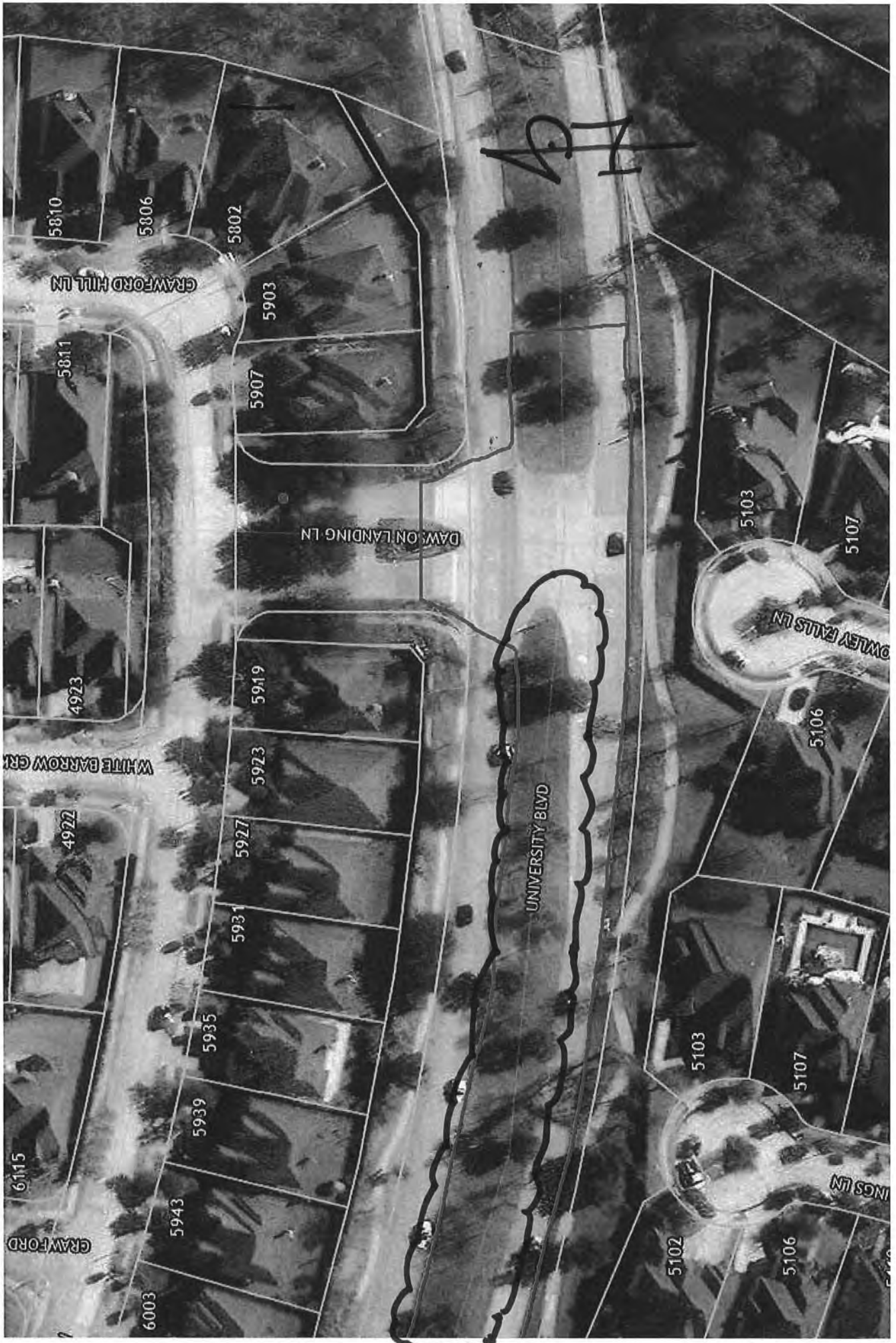
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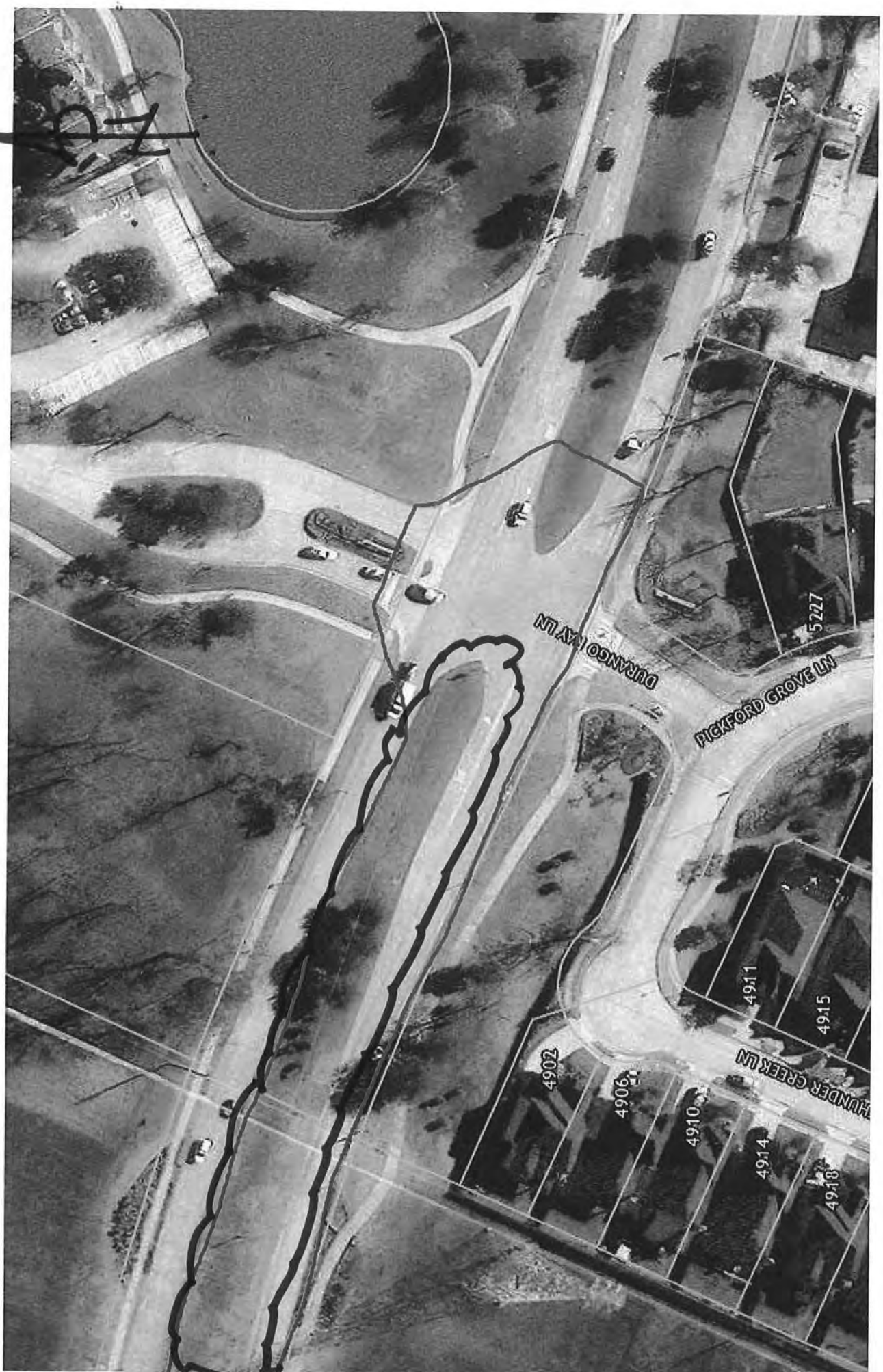
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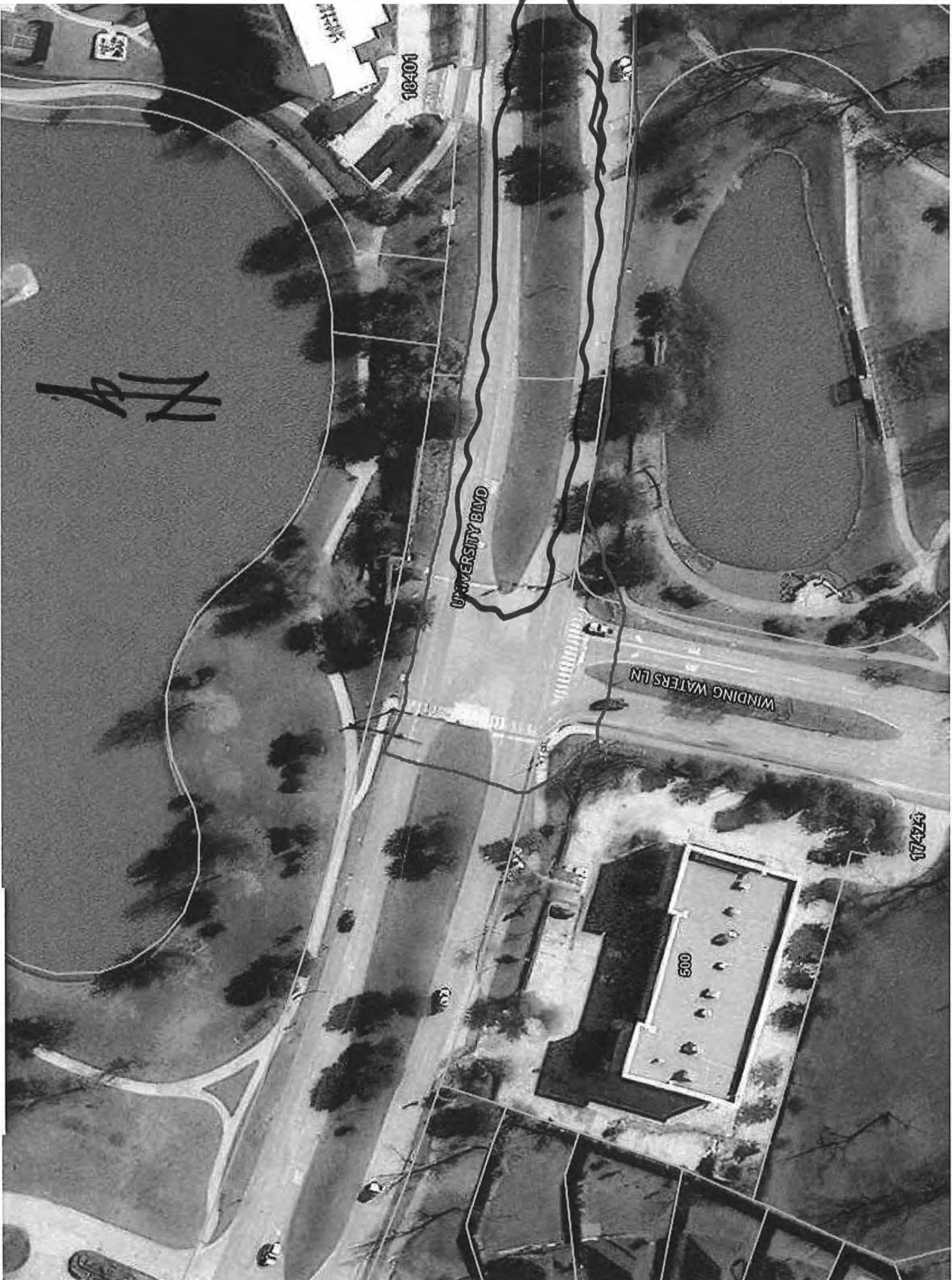
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18-101

UNIVERSITY BLVD

WINDING WATERS LN

500

17-22

Handwritten signature or initials.



**Fort Bend County Precinct 3 University Drive Turnlane Extensions - WEST BELT SURVEYING, INC.**

Employee Title	Sr. RPLS	RPLS	Proj Coord	Sr Surv Tech	Surv Tech	Clerical	Surv Crew-4	Surv Crew-3	Surv Crew-2	Surv Crew-1		Expenses	TOTAL	
Additional Equipment Charges											GPS/Receiver	ATV	Boat	
Rate/Hour	\$200.00	\$170.00	\$145.00	\$115.00	\$100.00	\$80.00	\$245.00	\$215.00	\$190.00	\$150.00	\$50.00			
Rate/Day												\$200.00	\$150.00	
<b>TOPOGRAPHIC SURVEY &amp; CONTROL</b>														
Winding Waters Lane 400 LF		2	1		6	1		12			2			\$3,845
Dawson Landing Lane 550 LF		2	1		7	1		14			2			\$4,375
Durango Bay Lane 550 LF		2	1		7	1		14			2			\$4,375
Kellington Place 400 LF		2	1		6	1		12			2			\$3,845
Kirkpatrick Way 1,300 LF		2	1		11	1		21			2			\$6,280
Enclave Manor/Lake Riverstone 900 LF		2	1		9	1		17			2			\$5,220
Ledbury Way 1,000 LF		2	1		10	1		18			2			\$5,535
LJ Parkway 900 LF		2	1		9	1		17			2			\$5,220
Riverstone Boulevard 400 LF		2	1		6	1		12			2			\$3,845
Wilkshire Way 1,000 LF		2	1		10	1		18			2			\$5,535
Survey Control Map		4			16	1								\$2,360
Stake Control/Baselines		1	1			1		32						\$7,275
<b>TASK HOURS SUBTOTAL</b>	0	25	11	0	97	12	0	187	0		20		0	
<b>SUBTOTAL</b>	\$0	\$4,250	\$1,595	\$0	\$9,700	\$960	\$0	\$40,205	\$0	\$0	\$1,000	\$0	\$0	\$57,710

February 4, 2025

EXHIBIT "B"



Jeremy D. Davis, P.E., CFM  
Senior Project Manager

**KALUZA**  
INC

Consulting Engineers & Surveyors

Engineering Firm No. F-1339 | Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

P: 281.341.0808 | F: 281.341.6333

jdavis@kaluzainc.com

**WORK AUTHORIZATION AGREEMENT**

GRAM Traffic Counting Inc. will conduct the following data collection in Sugarland, Texas for the project information provided, *if applicable*:

**Special Collection Instructions:** \_\_\_\_\_  
(i.e. Date, Weather Conditions, Weekday/Weekend, Etc.)

**24-Hour Turning Movement Counts** – *With 24-Hour Volume Reports*  
(Vehicles, Heavy Vehicles, Pedestrians)

1. University Blvd & Dawson Landing Ln
2. University Blvd & Durango Bay Ln
3. University Blvd & Kellington Pl
4. University Blvd & Kirkpatrick Way
5. University Blvd & Enclave Manor Dr/Lake Riverstone Dr
6. University Blvd & Ledbury Way Ln
7. University Blvd & LJ Pkwy
8. University Blvd & Riverstone Blvd
9. University Blvd & Wilkshire Way
10. University Blvd & Winding Waters Ln

**Peak Hour Queue Study** – (7:00-9:00AM & 4:00-6:00PM)  
(Longest Queue/Most Vehicles in Left Turn Lane along University Blvd)

1. University Blvd, East & West of Dawson Landing Ln
2. University Blvd, East & West of Durango Bay Ln

**Corporate Office**

3751 FM 1105, Bldg. A  
Georgetown, TX 78626  
Stacie Bittner, President

**Houston**

13940 Bammel North Houston Rd, Ste. 216  
Houston, TX 77066  
Randall Smith, Branch Manager

**San Antonio**

6323 Sovereign Drive, Ste. 178  
San Antonio, TX 78229  
Anthony Holguin, Branch Manager



3. University Blvd, East & West of Kellington Pl
4. University Blvd, East & West of Kirkpatrick Way
5. University Blvd, East & West of Enclave Manor Dr/Lake Riverstone Dr
6. University Blvd, East & West of Ledbury Way Ln
7. University Blvd, East & West of LJ Pkwy
8. University Blvd, East & West of Riverstone Blvd
9. University Blvd, East & West of Wilkshire Way
10. University Blvd, East & West of Winding Waters Ln

Service	Counters		Units		Rate		Sub Total	Totals
24-Hour Turning Movement Count(s)	10	x	1	day(s)	\$1,000.00	/per day=	<b>Sub Total</b>	<b>\$10,000.00</b>
Peak Hour Queue Study	10	x	4	hour(s)	\$50.00	/per hour=	<b>Sub Total</b>	<b>\$2,000.00</b>
Travel Time (After 1st Hour)	2	x	2	hour(s)	\$35.00	/per hour=	<b>Sub Total</b>	<b>\$140.00</b>
Project Manager	1	x	2	hour(s)	\$50.00	/per hour=	<b>Sub Total</b>	<b>\$100.00</b>
Number of Miles	166.00		miles		\$0.700	/per mile=	<b>Sub Total</b>	<b>\$116.20</b>
							<b>Total</b>	<b>\$12,356.20</b>

**Project Total = \$12,356.20**

**Corporate Office**  
 3751 FM 1105, Bldg. A  
 Georgetown, TX 78626  
 Stacie Bittner, President

**Houston**  
 13940 Bammel North Houston Rd, Ste. 216  
 Houston, TX 77066  
 Randall Smith, Branch Manager

**San Antonio**  
 6323 Sovereign Drive, Ste. 178  
 San Antonio, TX 78229  
 Anthony Holguin, Branch Manager

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Kaluza, Inc.  
 Rosenberg, TX United States

**Certificate Number:**  
 2025-1399829

**Date Filed:**  
 12/12/2025

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County

**Date Acknowledged:**  
 01/08/2026

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 23304  
 Engineering Services - University Blvd Turn Lane

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Turner, Llarance	Rosenberg, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)